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UNITED STATES DISTRICT COURT

FOR THE SOUTHERN DISTRICT OF NEW YORK

VENTURA CONTENT, LTD,		Civil Action No. 11-cv-6674 (5FK)
v.	Plaintiff,	PROMOTER CONSENT JUDGMENT AND PERMANENT INJUNCTION
TWO POINT OH, LTD.		
Defendants.	,	
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Plaintiff and Defendants hereby stipulate, and move that this Court should enter a Judgment and Permanent Injunction in favor of Plaintiff and against Defendants, as follows:

- 1. Defendants acknowledge that they have been properly and validly served with the Summons and Complaint in this action. Defendants further consent to continuing jurisdiction of the Court for purposes of enforcement of the Judgment and Permanent Injunction, and irrevocably and fully waives and relinquishes any argument that venue or jurisdiction by this Court is improper or inconvenient.
- 2. Defendants, and their respective officers, agents, servants, employees, parents, subsidiaries, shareholders, officers, principals, successors, assigns, licensees, transferees and all those acting in active concert or participation with them, including but not limited to Yaz Services Ltd., shall be permanently enjoined from directly or secondarily infringing any copyrighted work owned by Plaintiff (the "Copyrighted Works"),

including but not limited to, by: (i) copying, downloading, distributing, hosting, streaming, uploading, linking to, transmitting, or publicly performing any of Plaintiff's Copyrighted Works; (ii) inducing any person or entity to copy, download, distribute, upload, transmit, link to or publically perform any of Plaintiff's Copyrighted Works via the websites at the domains: www.badjojo.com, www.freeporn.com, www.pornrabbit.com, www.freeviewmovies.com, www.pornhost.com and www.stileproject.com, www.pornyo.com, www.boysfood.com or any other websites or online services owned or operated by or on behalf of Defendants. This injunction shall not apply to any of the Copyrighted Works for which the Defendants have obtained a valid written license from the Plaintiff. As used herein, the term "Copyrighted Works" shall include any works, whether now in existence or later created, in which the Plaintiff (and any parents, subsidiaries, or affiliates of the Plaintiff) own or control an exclusive right to reproduce, distribute, transmit, display or perform.

- 3. Defendants agree use their best efforts to implement digital fingerprint filtering as a reasonable technical measure to prevent copyright infringement.
- 4. Notwithstanding anything to the contrary herein, Plaintiff shall not assert or claim that Defendant or any of the persons or entities listed in paragraph 2 is in violation of this Consent Judgment or has infringed upon Plaintiff's Copyrighted Works in any way provided that the Defendant implements and maintains, or causes to be implemented and maintained, said digital fingerprint filtering.
- 5. The undersigned counsel represent that they have been authorized to execute this Stipulation And Phispology Judgment And Permanent Injunction on behalf of their respective clients.

DATED: December 29, 2011

Gianni P. Servodidio JENNER & BLOCK LLP 919 Third Ave, 37th Floor New York, NY 10022 (212) 891-1600 On Behalf of Plaintiff

Stuart A. Blander, Esq.
AELLER, HOROWIYZ & FEIT, P.C.
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On Behalf of Defendants

JUDGMENT AND PERMANENT INJUNCTION

Having duly considered the Stipulation of the Parties, and the proceedings in this Action, the Court orders that the Judgment And Permanent Injunction above shall be entered as the final judgment of this Court in full satisfaction of all claims, for equitable and monetary relief asserted by Plaintiff against Defendant.

SO ORDERED, this / day of Lucary 2012

Honorable John F. Keenan United States District Judge

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